

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

C. EXTRUDED FILMS, LLC,

Plaintiff,

vs.

BADGER PRINTING AND
CONVERTING, LLC,

Serve:

Christopher J. Glowacki

401 E. Conde Street

Janesville, Wisconsin 53546

Defendant.

FILED: MAY 30, 2008

08CV3118 RCC

JUDGE DARRAH

MAGISTRATE JUDGE KEYS

Case No.

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW Plaintiff C. Extruded Films, LLC ("CEF"), and for its Complaint, alleges
as follows:

Nature of Action

1. This action concerns the failure of Badger Printing & Converting, LLC ("Badger") to pay for certain goods that it ordered and accepted from CEF. CEF seeks recovery for the purchase price of the goods, plus interest.

The Parties

2. CEF is, and at all times relevant herein was, a corporation organized and existing under the laws of the State of Missouri, having its principal place of business at 1975 Cornell Avenue, Melrose Park, Illinois, 60160. CEF is, and at all times relevant herein was, authorized to do business in the State of Illinois. CEF is in the business of manufacturing high quality polyethylene film materials used in the packaging and converting industry.

3. On information and belief, Badger is, and at all times relevant herein was, a corporation organized and existing under the laws of the State of Wisconsin, having its principal place of business at 401 E. Conde Street, Janesville, Wisconsin, 53546. On information and belief, Badger converts and prints on industrial materials for wholesale and retail customers.

Jurisdiction and Venue

4. This Court has diversity subject-matter jurisdiction over this action pursuant to 28 U.S.C. § 1332 because CEF and Badger are citizens of different states and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

5. This Court has personal jurisdiction over Badger because Badger ordered goods from CEF (whose principal place of business is in Illinois), the purchase orders for these goods were received in and accepted in Illinois, and the goods were manufactured in and shipped from Illinois, all within this judicial district.

6. This Court is the proper venue pursuant to 28 U.S.C. § 1391(a) and (c) in that this is the judicial district in which a substantial part of the events giving rise to the claim occurred and, for purposes of venue, Badger is deemed to reside in this judicial district.

The Facts

7. Badger and CEF have conducted business with each other since at least May 2005.

8. Badger's regular practice during this period was to submit purchase orders to CEF via facsimile. CEF would then accept these purchase orders and send written acknowledgments back to Badger. Each order constituted a separate contract between the parties.

9. After manufacturing and shipping the goods ordered by Badger, CEF would send Badger invoices for each order. Under the terms of the invoices, payment was due for each order within thirty (30) days of delivery.

10. Copies of the invoices that are relevant to this action are attached hereto as Exhibit A and incorporated by reference.

11. Beginning in at least June 2006, Badger started failing to make timely payments on its orders.

12. To date, Badger currently owes CEF an outstanding balance of \$120,176.15 for orders dating back as far as August 2006.

13. As a result of Badger's failure to pay for the goods it ordered and accepted from CEF, CEF has suffered losses in an amount no less than \$120,176.15.

COUNT I
(Breach of Contract)

14. CEF re-asserts and re-alleges paragraphs 1 through 13 of its Complaint.

15. Any and all conditions precedent to the purchase orders have been fulfilled and/or waived.

16. CEF fully performed its obligations to Badger for each purchase order by manufacturing and delivering the goods ordered by Badger.

17. CEF submitted invoices to Badger for payment, but Badger has failed to pay CEF for all the goods Badger ordered and accepted.

18. Despite repeated demands for payment, Badger has refused to pay CEF for all the goods Badger ordered and accepted.

19. Badger's failure to pay for the goods it ordered and accepted constitutes a material breach of the purchase orders.

20. As a result of Badger's said breaches, CEF has been damaged in an amount no less than \$120,176.15, exclusive of interest, fees, and costs.

WHEREFORE, CEF respectfully prays that this Court enter an order awarding to CEF principal damages against Badger in an amount no less than \$120,176.15, plus interest, prejudgment interest, post judgment interest, and its costs and attorneys' fees expended herein, and such other and further relief as this Court deems just and proper.

COUNT II
(Quantum Meruit)

21. CEF re-asserts and re-alleges paragraphs 1 through 13 of its Complaint.

22. From at least August 2006 through March 2007, CEF manufactured and delivered goods to Badger pursuant to various purchase orders received from Badger.

23. These goods were manufactured and delivered at the request and with the acquiescence of Badger.

24. Despite repeated demands by CEF, Badger has failed to pay CEF \$120,176.15 for goods delivered to Badger.

25. The fair and reasonable value of the goods ordered and accepted by Badger equals \$120,176.15, exclusive of interest.

26. Badger was enriched by the goods CEF manufactured and delivered. Badger's acceptance and retention of the goods without payment to CEF would be inequitable and unjust under these circumstances.

WHEREFORE, CEF respectfully prays that this Court enter an order awarding to CEF principal damages against Badger in an amount no less than \$120,176.15, or such other sum as is just considering the benefit conferred upon Badger, plus interest, prejudgment interest, post

judgment interest, and its costs and attorneys' fees expended herein, and such other and further relief as this Court deems just and proper.

COUNT III
(Unjust Enrichment)

27. CEF re-asserts and re-alleges paragraphs 1 through 13 of its Complaint.

28. From at least August 2006 through March 2007, CEF manufactured and delivered goods to Badger pursuant to various purchase orders received from Badger.

29. These goods were manufactured and delivered at the request and with the acquiescence of Badger.

30. Despite repeated demands by CEF, Badger has failed to pay CEF \$120,176.15 for goods delivered to Badger.

31. The fair and reasonable value of the goods ordered and accepted by Badger equals \$120,176.15, exclusive of interest.

32. Badger was enriched by the goods CEF manufactured and delivered. Badger's acceptance and retention of the goods without payment to CEF would be inequitable and unjust under these circumstances.

WHEREFORE, CEF respectfully prays that this Court enter an order awarding to CEF principal damages against Badger in an amount no less than \$120,176.15, or such other sum as is just considering the benefit conferred upon Badger, plus interest, prejudgment interest, post judgment interest, and its costs and attorneys' fees expended herein, and such other and further relief as this Court deems just and proper.

COUNT IV
(Suit on Account)

33. CEF re-asserts and re-alleges paragraphs 1 through 13 of its Complaint.

34. From at least August 2006 through March 2007, CEF manufactured and delivered goods to Badger pursuant to various purchase orders received from Badger.

35. These goods were manufactured and delivered at the request and with the acquiescence of Badger.

36. Despite repeated demands by CEF, Badger has failed to pay CEF \$120,176.15 for goods delivered to Badger.

37. Badger has refused and continues to refuse to pay the full amount due and owing to CEF for various goods it ordered and accepted from CEF.

WHEREFORE, CEF respectfully prays that this Court enter an order awarding to CEF principal damages against Badger in an amount no less than \$120,176.15, plus interest, prejudgment interest, post judgment interest, and its costs and attorneys' fees expended herein, and such other and further relief as this Court deems just and proper.

COUNT V
(Violation of Illinois Uniform Commercial Code)

38. CEF re-asserts and re-alleges paragraphs 1 through 13 of its Complaint.

39. Any and all conditions precedent to the purchase orders have been fulfilled and/or waived.

40. CEF fully performed its obligations to Badger for each purchase order by manufacturing and delivering the goods ordered by Badger.

41. CEF submitted invoices to Badger for payment, but Badger has failed to pay CEF for all the goods Badger ordered and accepted.

42. Despite repeated demands for payment, Badger has refused to pay CEF for all the goods Badger ordered and accepted.

43. Badger's failure to pay for the goods it ordered and accepted constitutes a material breach of the purchase orders.

44. As a result of Badger's said breaches, CEF has been damaged in an amount no less than \$120,176.15, exclusive of interest, fees, costs, and other incidental damages.

45. Pursuant to 810 ILCS 5/1-106, 5/2-703, and 5/2-709, CEF is entitled to the price of the goods accepted and retained by Badger, plus incidental damages.

WHEREFORE, CEF respectfully prays that this Court enter an order awarding to CEF principal damages against Badger in an amount no less than \$120,176.15, plus interest, prejudgment interest, post judgment interest, and its costs and attorneys' fees expended herein, and such other and further relief as this Court deems just and proper.

Dated: May 30, 2008.

Respectfully submitted,

BRYAN CAVE LLP

By: /s/ Dmitry Shifrin

Dmitry Shifrin, #6279415
161 N. Clark St., Suite 4300
Chicago, Illinois 60601
(312) 602-5000 (phone)
(312) 602-5050 (facsimile)

Herbert R. Giorgio, Jr.
(application for *pro hac* admission pending)
One Metropolitan Square
211 North Broadway, Suite 3600
St. Louis, Missouri 63102-2750
(314) 259-2000 (phone)
(314) 259-2020 (facsimile)

Attorneys for C. Extruded Films, LLC

C. EXTRUDED FILMS, LLC

1975 CORNELL AVENUE
MELROSE PARK, 60160**INVOICE**

DATE	INVOICE #
8/11/2006	9372

BILL TOBADGER PRINTING & CONVERTING
401 E. CONDE
JANESVILLE, WI 53546**SHIP TO**BADGER PRINTING & CONVERTING
401 E. CONDE
JANESVILLE, WI 53546

		TERMS	SALESMAN	SHIP DATE	SHIP VIA
		Net 30		8/11/2006	CEF TRK
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3565	LDPE 36 1/2 x .0015 SWS (1399+1672+2028)	5000	5,099	1.05	5,353.95
3556	LDPE 26 x .001 SWS (1425+1426+1418+1273+795)	7500	6,337	1.05	6,653.85
3563	LDPE 36 x .001 SWS (1206+2024+1752+1378+1699+542)	8000	8,601	1.05	9,031.05
3563	LDPE 31 3/4 x .001 SWS (1797+1744+1242+1217)	6000	6,000	1.05	6,300.00
3567	LDPE 31 1/2 x .0018 SWS	500	516	1.32	681.12
3567	LDPE 28 x .0015 SWS	500	542	1.07	579.94

Total \$28,599.91

REMIT PAYMENT TO:
C. EXTRUDED FILMS, LLC
P.O BOX 790051
ST. LOUIS, MO 63179-0051Balance Due \$11,670.77
5/1/08Exhibit
A

C. EXTRUDED FILMS, LLC**1975 CORNELL AVENUE
MELROSE PARK, 60160****INVOICE****DATE INVOICE #****9/14/2006 9490****BILL TO****BADGER PRINTING & CONVERTING
401 E. CONDE
JANESVILLE, WI 53546****SHIP TO****BADGER PRINTING & CONVERTING
401 E. CONDE
JANESVILLE, WI 53546**

		TERMS	SALESMAN	SHIP DATE	SHIP VIA
				9/14/2006	CEF TRK
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3598	LDPE 28 x 29 1/2 x .0012 J-SH	1000	1,022	1.07	1,093.54
3598	LDPE 36 1/2 x .0012 SWS	1000	994	1.07	1,063.58
3592	LDPE 29 x .001 SWS	1200	1,224	1.07	1,309.68
				0.00	0.00
3556	LDPE 26 x .001 SWS	7500 - 6337	1,212	1.05	1,272.60
TOTAL 4 SKIDS					
TOTAL 4,452 LBS.					

Total \$4,739.40**REMIT PAYMENT TO:****C. EXTRUDED FILMS, LLC
P.O BOX 790051
ST. LOUIS, MO 63179-0051**

C. EXTRUDED FILMS, LLC**1975 CORNELL AVENUE
MELROSE PARK, 60160****INVOICE****DATE INVOICE #****9/20/2006 9510****BILL TO****BADGER PRINTING & CONVERTING
401 E. CONDE
JANESVILLE, WI 53546****SHIP TO****BADGER PRINTING & CONVERTING
401 E. CONDE
JANESVILLE, WI 53546**

		TERMS	SALESMAN	SHIP DATE	SHIP VIA
		Net 30		9/20/2006	CEF TRK
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3590	LDPE 37 1/2 x .00129 SWS (1592+1402)	3000	2,994	1.11	3,323.34
				0.00	0.00
TOTAL 2 SKIDS					
TOTAL 2,994 LBS.					
Total					\$3,323.34

**REMIT PAYMENT TO:
C. EXTRUDED FILMS, LLC
P.O BOX 790051
ST. LOUIS, MO 63179-0051**

C. EXTRUDED FILMS, LLC1975 CORNELL AVENUE
MELROSE PARK, 60160**INVOICE****DATE INVOICE #**

9/27/2006 9542

BILL TOBADGER PRINTING & CONVERTING
401 E. CONDE
JANESVILLE, WI 53546**SHIP TO**BADGER PRINTING & CONVERTING
401 E. CONDE
JANESVILLE, WI 53546**TERMS SALESMAN SHIP DATE SHIP VIA**

Net 30 9/27/2006 CEF TRK

P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3591	LDPE 46 1/2 x .00142 SWS (2093+1730+1773+1474)	7000	7,070	1.09	7,706.30

TOTAL 4 SKIDS**TOTAL 7,070 LBS.****Total \$7,706.30****REMIT PAYMENT TO:**
C. EXTRUDED FILMS, LLC
P.O BOX 790051
ST. LOUIS, MO 63179-0051

C. EXTRUDED FILMS, LLC

1975 CORNELL AVENUE
MELROSE PARK, 60160

INVOICE

DATE INVOICE #

10/2/2006 9554

BILL TO

BADGER PRINTING & CONVERTING
401 E. CONDE
JANESVILLE, WI 53546

SHIP TO

BADGER PRINTING & CONVERTING
401 E. CONDE
JANESVILLE, WI 53546

		TERMS	SALESMAN	SHIP DATE	SHIP VIA
				10/2/2006	CEF TRK
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3663	LDPE 29 1/2 x .002 SWS	1600	1,587	1.07	1,698.09
3662	LDPE 37 1/2 x .00129 SWS (2062+1706)	3700	3,768	1.09	4,107.12
3625	LDPE 38 1/4 x .00125 SWS	1000	1,101	1.07	1,178.07

TOTAL 4 SKIDS

TOTAL 6,456 LBS.

Total \$6,983.28

REMIT PAYMENT TO:
C. EXTRUDED FILMS, LLC
P.O BOX 790051
ST. LOUIS, MO 63179-0051

C. EXTRUDED FILMS, LLC**1975 CORNELL AVENUE
MELROSE PARK, 60160****INVOICE**

DATE	INVOICE #
10/6/2006	9584

BILL TO**BADGER PRINTING & CONVERTING
401 E. CONDE
JANESVILLE, WI 53546****SHIP TO****BADGER PRINTING & CONVERTING
401 E. CONDE
JANESVILLE, WI 53546**

		TERMS	SALESMAN	SHIP DATE	SHIP VIA
		Net 30		10/6/2006	CEF TRK
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3661	LDPE 34 1/2 x .00129 SWS 1912+1822	3700	3,734	1.09	4,070.06

Total \$4,070.06**REMIT PAYMENT TO:
C. EXTRUDED FILMS, LLC
P.O BOX 790051
ST. LOUIS, MO 63179-0051**

C. EXTRUDED FILMS, LLC

1975 CORNELL AVENUE
MELROSE PARK, 60160

INVOICE

DATE INVOICE #

10/10/2006 : 9590

BILL TO

BADGER PRINTING & CONVERTING
401 E. CONDE
JANESVILLE, WI 53546

SHIP TO

BADGER PRINTING & CONVERTING
401 E. CONDE
JANESVILLE, WI 53546

		TERMS	SALESMAN	SHIP DATE	SHIP VIA
		Net 30		10/10/2006	CEF TRK
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3621	LDPE 26 1/2 x .002 SWS	1800	1,798	1.07	1,923.86
			Total		\$1,923.86

REMIT PAYMENT TO:
C. EXTRUDED FILMS, LLC
P.O BOX 790051
ST. LOUIS, MO 63179-0051

Midwest Poly Film
 1975 Cornell Avenue
 Melrose Park, IL 60160

INVOICE

DATE	INVOICE #
11/2/2006	9689

BILL TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546 608 754-0057

SHIP TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			11/2/2006	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3643	LDPE 25 1/2 x .0015 SWS	1500	1,547	1.03	1,593.41
3644	LDPE 40 1/2 x .0012 SWS	1000	1,037	1.03	1,068.11
3644	LDPE 39 1/2 x .0012 SWS	1000	1,070	1.03	1,102.10
3644	LDPE 34 1/2 x .0012 SWS	1000	1,040	1.03	1,071.20
3644	LDPE 38 1/2 x .0012 SWS	1000	1,026	1.03	1,056.78
			Total	\$5,891.60	

REMIT PAYMENT TO:
MIDWEST POLY FILM
P.O. BOX 790051
ST. LOUIS, MO 63179-0051

Midwest Poly Film
 1975 Cornell Avenue
 Melrose Park, IL 60160

INVOICE

DATE	INVOICE #
11/8/2006	9704

BILL TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546 608 754-0057

SHIP TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			11/8/2006	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3665	LDPE 46 1/2 x .00142 SWS	4200	1,458	1.01	1,472.58
3667	LDPE 37 1/2 x .00129 SWS 1515+1493+1216+1122	5300	5,346	1.01	5,399.46
			Total	\$6,872.04	

REMIT PAYMENT TO:
 MIDWEST POLY FILM
 P.O. BOX 790051
 ST LOUIS MO 63179 0051

Midwest Poly Film
 1975 Cornell Avenue
 Melrose Park, IL 60160

INVOICE

DATE	INVOICE #
11/14/2006	9721

BILL TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546 608 754-0057

SHIP TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			11/14/2006	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3665	LDPE 46 1/2 x .00142 SWS 1452+1368	4200-1458=	2,820	1.01	2,848.20
		2742			
3666	LDPE 45 1/2 x .00142 SWS 1399+1421	2800	2,820	1.01	2,848.20
			Total	\$5,696.40	

REMIT PAYMENT TO:
 MIDWEST POLY FILM
 P.O. BOX 790051
 ST. LOUIS, MO 63179-0051

Midwest Poly Film
 1975 Cornell Avenue
 Melrose Park, IL 60160

INVOICE

DATE	INVOICE #
11/17/2006	9731

BILL TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546 608 754-0057

SHIP TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			11/17/2006	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3678 P	LDPE 37 1/2 x .00129 SWS 1512+1277+1408+1470+1541	7200	7,208	1.01	7,280.08
3679 P	LDPE 23 x .002 SWS	1000	1,116	0.98	1,093.68
			Total	\$8,373.76	

REMIT PAYMENT TO:
MIDWEST POLY FILM
P.O. BOX 790051
ST. LOUIS, MO 63170-0051

Midwest Poly Film
 1975 Cornell Avenue
 Melrose Park, IL 60160

INVOICE

DATE	INVOICE #
12/15/2006	9810

BILL TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546 608 754-0057

SHIP TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			12/15/2006	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3681p	LDPE 36 1/2 x .0015 SWS (1567+1525+1494+1452+1021)	7000	7,059	0.97	6,847.23
3692P	LDPE 32 1/2 x .00125 SWS (1054+994)	2000	2,048	0.95	1,945.60
3705P	LDPE 33 1/2 x .00129 SWS	1800	1,961	0.94	1,843.34
	TOTAL 8 SKIDS				
	TOTAL 11,068 LBS.				
YOUR ORDER HAS BEEN RECEIVED AND ENTERED FOR PRODUCTION AS FOLLOWS:			Total	\$10,636.17	

REMIT PAYMENT TO:
MIDWEST POLY FILM
P.O. BOX 790051
ST LOUIS MO 63179 0051

Midwest Poly Film
 1975 Cornell Avenue
 Melrose Park, IL 60160

INVOICE

DATE	INVOICE #
1/4/2007	9883

BILL TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546 608 754-0057

SHIP TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546

TERMS: Net 30

P.O.#	DESCRIPTION	SALESMAN	SHIP DATE	SHIP VIA	
			1/4/2007	CEF TRUCK	
		ORDERED	SHIPPED	RATE	AMOUNT
3692P	LDPE 32 1/2 X .00125 SWS (1305+1338+1252)	3800	3,895	0.89	3,466.55
3709P	LDPE 26 1/2 X .002 SWS (1479+1404+1435)	4300	4,318	0.89	3,843.02
	TOTAL 6 SKIDS				
	TOTAL 8213 LBS.				
<i>It's been a pleasure working with you!</i>			Total	\$7,309.57	

REMIT PAYMENT TO:
MIDWEST POLY FILM
P.O. BOX 790051
ST LOUIS MO 63179 0051

Midwest Poly Film
 1975 Cornell Avenue
 Melrose Park, IL 60160

INVOICE

DATE	INVOICE #
1/8/2007	9896

BILL TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546 608 754-0057

SHIP TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			1/8/2007	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3718P	LDPE 27 1/4 x .002 SWS	1000	991	0.90	891.90
	TOTAL 1 SKID				
	TOTAL 991 LBS.				
			Total	\$891.90	

REMIT PAYMENT TO:
 MIDWEST POLY FILM
 P.O. BOX 790051
 ST LOUIS MO 63179 0051

Midwest Poly Film
 1975 Cornell Avenue
 Melrose Park, IL 60160

INVOICE

DATE	INVOICE #
1/18/2007	9936

BILL TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546 608 754-0057

SHIP TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			1/18/2007	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3718P	LDPE 34 1/2 x .0012 SWS	1000	1,061	0.90	954.90
3718P	LDPE 38 1/2 x .0012 SWS	1000	1,019	0.90	917.10
3718P	LDPE 41 x .0012 SWS	1000	1,133	0.90	1,019.70
3718P	LDPE 36 1/2 x .0012 SWS	1000	1,070	0.90	963.00
	Total 4 Skids				
	Total 4283 lbs.				
			Total	\$3,854.70	

REMIT PAYMENT TO:
 MIDWEST POLY FILM
 P.O. BOX 790051
 ST LOUIS, MO 63159-0051

Midwest Poly Film
 1975 Cornell Avenue
 Melrose Park, IL 60160

INVOICE

DATE	INVOICE #
2/8/2007	10022

BILL TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546 608 754-0057

SHIP TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			2/8/2007	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3737P	LDPE 26 x .001 SWS (1238+1501+2011+1416+1360)	7500	7,526	0.89	6,698.14
3718P	LDPE 39 1/2 x .0012 SWS	1000	1,159	0.90	1,043.10
	Total 6 Skids				
	Total 8685 lbs.				
			Total	\$7,741.24	

REMIT PAYMENT TO:
MIDWEST POLY FILM
P.O. BOX 790051
ST LOUIS, MO 63179 0051

Midwest Poly Film
 1975 Cornell Avenue
 Melrose Park, IL 60160

INVOICE

DATE	INVOICE #
2/19/2007	10065

BILL TO

BADGER PRINTING & CONVERTING
 401 E. CONDE
 JANESVILLE, WI 53546
 608 754-0057

SHIP TO

BADGER PRINTING & CONVERTING
 401 E. CONDE
 JANESVILLE, WI 53546

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			2/28/2007	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3748P	LDPE 38 x .00125 STOCK NUMBER	1800	1,780	0.90	1,602.00
3747	LDPE 31 3/4 x .001 SWS STOCK	4000	3,979	0.89	3,541.31
	NUMBER (1291+1308+1380)				
3747P	LDPE 36 1/2 x .0015 SWS STOCK	7500	7,327	0.89	6,521.03
	NUMBER (1487+1468+1421+1491+1460)				
03746P	LDPE 36 x .001 SWS STOCK NUMBER	6000	6,037	0.89	5,372.93
	(1777+1435+1413+1412)				
	Total 13 Skids				
	Total 19,123 lbs.				
			Total	\$17,037.27	

REMIT PAYMENT TO:
MIDWEST POLY FILM
 P.O. BOX 790051
 ST. LOUIS MO 63170-0051

Midwest Poly Film
 1975 Cornell Avenue
 Melrose Park, IL 60160

INVOICE

DATE	INVOICE #
3/8/2007	10136

BILL TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546 608 754-0057

SHIP TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			3/8/2007	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3460	LDPE 40" x .0015" SWS (1620+1653+1718)	5000	4,991	0.89	4,441.99
	Total 3 Skids				
	Total 4991 lbs.				
			Total	\$4,441.99	

REMIT PAYMENT TO:
 MIDWEST POLY FILM
 P.O. BOX 790051
 ST. LOUIS, MO 63179-0051

Midwest Poly Film
 1975 Cornell Avenue
 Melrose Park, IL 60160

INVOICE

DATE	INVOICE #
3/14/2007	10158

BILL TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546 608 754-0057

SHIP TO
BADGER PRINTING & CONVERTING 401 E. CONDE JANESVILLE, WI 53546

TERMS: Net 30

		SALESMAN	SHIP DATE	SHIP VIA	
			3/14/2007	CEF TRUCK	
P.O.#	DESCRIPTION	ORDERED	SHIPPED	RATE	AMOUNT
3461	LDPE 37 1/2" x .0015" SWS	1100	1,125	0.90	1,012.50
	Total 1,125 lbs.				
			Total	\$1,012.50	

REMIT PAYMENT TO:
MIDWEST POLY FILM
P.O. BOX 790051
ST. LOUIS, MO 63179-0051